

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE K		PAGE OF PAGES 1 of 7	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 15 APR 99		4. REQUISITION/PURCHASE REQ. NO. SC0600-99-0303 AMD 002		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE SC0600 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 FAX (703) 767-8506 BUYER/SYMBOL: A. Brim/DESC-PLB PHONE: (703) 767-9526 P.P. 3.22				7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code) BIDDER CODE: CAGE CODE:				X		9a. AMENDMENT OF SOLICITATION NO. SP0600-99-B-2000	
						9b. DATED (SEE ITEM 11) 25 Mar 99	
						10a. MODIFICATION OF CONTRACT/ORDER NO.	
						10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <div style="display: flex; justify-content: space-around; margin-top: 10px;"> SP0600-99-B-2000 COG 2 (P.P. 3.22) </div> <div style="text-align: center; margin-top: 50px; font-size: 1.2em;">SEE ATTACHED</div>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER			
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

A. **IMPORTANT:** the scheduled bid opening date remains 27 April 1999, 2:00 P.M. local time, Ft. Belvoir, Virginia.

B. **ACKNOWLEDGEMENTS OF AMENDMENTS:** All offerors must acknowledge receipt and acceptance of all amendments to the solicitation. You may do this by completing Blocks 15A, B and C and returning this completed cover sheet to Defense Energy Support Center prior to the date and time for bid opening. Failure to do so may render your bid nonresponsive and you will not be considered for award.

C. Clause B1.01, SUPPLIES TO BE FURNISHED (DOMESTIC PC&S), is modified as follows:

The quantities for the following items are hereby revised:

<u>ITEM</u>	<u>FROM</u>	<u>TO</u>
544-461	3,000,000	8,500,000
544-462	100,000	150,000
544-55	17,000,000	13,000,000
975-46	60,000	65,000

D. The following clauses are hereby revised in the Master Solicitation. The changes contained in these clauses are in full text in this amendment.

(1) I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OF EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 1999)

(2) I1.05 CONTRACT TERMS AND COMDITIONS REQUIRED TO IMPLEMENT
SUATUES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF
COMMERCIAL ITEMS (JAN 1999)

E. Clause B19.19, ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUN 1997) is hereby modified to add the following escalation reference to the state of Pennsylvania:

No. 4 Burner Oil, 1.5% Max Sulfur

50% Platt's Gasoil/Heating Oil NY Cargo

50% Platt's Hi Sulfur Resid Fuel Oil NY Cargo 2.2%

F. The Small Business Subcontracting Plan (DESC-P Form 1) is hereby added to the Offer Submission Package as Attachment 2.

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAR 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☒ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☒ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

☒ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☒ 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

☒ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.

☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ 52.222-26, Equal Opportunity (E.O. 11246).

☒ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☐ 52.225-3, Buy American Act - Supplies (41 U.S.C 10).

☒ 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

II.04 (CONT'D)

[] 52.225-18, European Union Sanction for End Products (E.O. 12849).

[] 52.225-19, European Union Sanction for Services (E.O. 12849).

[] 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187). [] Alt I.

[] 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

[] 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

[] 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

[] 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

[] 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

[] 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

[] 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996). (FAR 52.212-5)

11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 1999)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416
- ☐ 252.206-7000 Domestic Source Restriction, 10 U.S.C. 2304
- ☒ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582
- ☒ 252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program (☐ Alt I), 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note
- ☐ 252.225-7012 Preference for Certain Domestic Commodities
- ☐ 252.225-7014 Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note
- ☐ 252.225-7021 Trade Agreements (☐ Alt I), 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
- ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers, 10 U.S.C. 2534(a)93)
- ☒ 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (☐ Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
- ☐ 252.227-7015 Technical Data Commercial Items, 10 U.S.C. 2320
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
- ☒ 252.243-7002 Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631

(c) In addition to the clauses listed in paragraph (b) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under the contract.

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(DFARS 252.212-7001)

SMALL BUSINESS SUBCONTRACTING PLAN

OFFEROR:

Solicitation No.: SP0600-
NOTE: If a plant or division-wide Master Plan is being incorporated by reference, place 'X' in box and complete Part I (A thru I) and Part IV only.

Date of Plan _____
(Copy of Master Plan and evidence of approval by the Government Contract Administration Office are required.)

(* = Continue on separate sheets if necessary.)
(** = Is not applicable with commercial Plan.)

PART I SUBCONTRACTING GOALS:

- A. Total dollars planned to be subcontracted: \$ _____
B. Total dollars planned to be subcontracted to small business concerns: \$ _____
C. Total dollars planned to be subcontracted to HUBZone small business concerns: \$ _____
D. Total dollars planned to be subcontracted to small disadvantaged business concerns: \$ _____
E. Total dollars planned to be subcontracted to women-owned small business concerns: \$ _____
F. Percentage of total subcontracting dollars for the use of small businesses: _____ %
G. Percentage of total subcontracting dollars for the use of HUBZone small businesses: _____ %
H. Percentage of total subcontracting dollars for the use of small disadvantaged businesses: _____ %
I. Percentage of total subcontracting dollars for the use of women-owned small businesses: _____ %

J. Principal types of supplies and services to be subcontracted:
(Indicate types planned for subcontracting to (i) small business, (ii) HUBZone small business, (iii) small disadvantaged business concerns, and (iv) women-owned small business concerns.) (*)

K. Describe method used to develop these goals (e.g., Based on procurement history, available resources, etc.)(*)

L. Were indirect costs included in establishing these goals? Yes ☐ No ☐
If Yes, describe the method used to determine proportionate share of indirect costs to be incurred with (1) small business concerns, (2) HUBZone small business concerns, (3) small disadvantaged business concerns, and (4) women-owned small business concerns: (*)

PART II SUBCONTRACTING PROCEDURES:

A. Name of the individual who will administer the offeror's subcontracting program: _____
Include a brief description of this individual's duties:

B. Describe methods used to identify potential sources for solicitation purposes:
(indicate with an "X" those that apply)
_____ Existing company source lists OTHER: _____
_____ SBA Procurement Marketing & Access Network (PRO-Net)
_____ SBA list of certified Small Disadvantaged Business Concerns
_____ National Minority Purchasing Council Vendor Information Service
_____ Dept. of Commerce Research and Information Division of Minority Business Development Agency
_____ Small, HUBZone small, small disadvantaged, and women-owned small business concerns trade associations

C. Describe methods used to assure small, HUBZone small, small disadvantaged, and women-owned small business concerns have an equitable opportunity to compete for subcontracts: (*)

SMALL BUSINESS SUBCONTRACTING PLAN (CONTINUED)

PART III – SUBCONTRACTING PLAN MANAGEMENT:

Offeror certifies that the following procedures regarding management of this Subcontracting Plan will be enacted:
(Indicate acknowledgment of compliance by annotating "X" in appropriate blocks.)

- ☐ A. Contractor will assist small, HUBZone small, small disadvantaged, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns.
- ☐ B. Where lists of potential subcontractors are excessively long, Contractor will make a reasonable effort to give all small, HUBZone small, small disadvantaged, and women-owned small business concerns an opportunity to compete over a period of time.
- ☐ C. Contractor will provide adequate and timely consideration of the potentialities of small, HUBZone small, small disadvantaged, and women-owned small business concerns in all "make or buy" decisions.
- ☐ D. Contractor will counsel and discuss subcontracting opportunities with representatives of small, HUBZone small, small disadvantaged, and women-owned small business firms.
- ☐ E. Contractor will provide notice to subcontractors concerning penalties and remedies for misrepresentation of business status as small, HUBZone small, small disadvantaged, and women-owned small business concerns, for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in this Contractor's Subcontracting Plan.
- ☐ F. Contractor will ensure that the clause entitled "Utilization of Small Business Concerns" (Latest Revision), contained in referenced solicitation, will be included in all subcontracts that offer further subcontracting opportunities, and that all large business subcontractors receiving a subcontract in excess of \$500,000 will adopt a plan similar to this Plan.
- ☐ G. Contractor will cooperate in any studies or surveys as may be required.
- ☐ H. Contractor will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan.
- ☐ I. Contractor will submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms, or as provided in agency regulations.
- ☐ J. Contractor will ensure that subcontractors agree to submit Standard Forms 294 and 295, as appropriate.
- ☐ K. Contractor will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in this Plan. The records shall include at least the following on a plant-wide or company-wide basis, unless otherwise indicated:
- ☐ 1. Source lists (e.g., PRO-Net), guides, and other data that identify small, HUBZone small, small disadvantaged, and women-owned small business concerns;
 - ☐ 2. Organizations contacted in an attempt to locate sources that are small, HUBZone small, small disadvantaged, or women-owned small business concerns;
 - ☐ 3. Records of each subcontract solicitation resulting in an award of more than \$100,000; indicate--
 - a. Whether small business concerns were solicited, and if not, why not;
 - b. Whether HUBZone small business concerns were solicited, and if not, why not;
 - c. Whether small disadvantaged business concerns were solicited, and if not, why not;
 - d. Whether women-owned small business concerns were solicited, and if not, why not; and
 - e. If applicable, the reason why award was not made to a small business concern;
 - ☐ 4. Records of outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources;
 - ☐ 5. Records of internal guidance and encouragement provided to buyers through (a) workshops, seminars, training, etc., and (b) monitoring performance to evaluate compliance with the program's requirements; and
 - ☐ 6. On a contract-by-contract basis, supporting information for award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor. (**)

PART IV

OFFEROR'S SIGNATURE _____

Typed Name and Title _____

Date _____

PART V DETERMINATION OF ADEQUACY/APPROVAL:

- ☐ Division Chief approval, if no subcontracting opportunities determined.
- ☐ Approval 2 levels above CO if SDB Goal is less than 5%.

Contracting Officer _____

Date _____

Title/Signature _____

Date _____

CONCURRENCE WITH DETERMINATION:

(If nonconcurrence, see attached rationale.)

DESC-DU _____ Date _____